

DATED 22nd October 2004

Gallions Housing Association Limited

- and -

Leonard Mettle

SHARED OWNERSHIP FLAT LEASE

of

Plot 257 Trident House, Thamesmead

Devonshires
Salisbury House
London Wall
London EC2M 5QY

H.M. LAND REGISTRY
LAND REGISTRATION ACT 2002

County and District
or London Borough : London Borough of Greenwich

Title Number : *(to be allocated)*

Property : Trident House, Thamesmead

PARTICULARS

Landlord : Gallions Housing Association Limited of Harrow
Manor Way, Thamesmead South, London, SE2
9XH

Leaseholder : Leonard Mettle

Building : The property known as Trident House,
Thamesmead and comprised in the Title No.
referred to above

Premises : Plot 257 Trident House, Thamesmead, London,
SE28 ONE and parking space (if any) shown
edged in red on the attached plan and includes
the fixtures and fittings therein

Initial Market Value : £165,000.00

Premium : £82,500.00

Gross Rent on Commencement
Date : £4,950.00 per annum

Specified Rent : £2,475.00 per annum or any other sum that may
be payable pursuant to the provisions of the
Fourth Schedule hereto

Major Estate Specified Proportion
of Service Provision : 1/313th

Estate Specified Proportion of
Service Provision : 1/148th

Block Specified Proportion of Service Provision	:	1/30th
Commencement Date	:	1 st April 2004
First Review Date	:	1 st April 2005
Certified Amount	:	the sum of £250,000.00

THIS LEASE which is made the 22nd day of October 2004

between the Landlord of the one part and the Leaseholder of the other part

RECITES THAT:

- (1) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 28979R
- (2) The Landlord is a Housing Association registered with the Housing Corporation under Number L4274
- (3) The Landlord is (or is entitled to be) registered at H.M. Land Registry as proprietor of the Building with Absolute Title
- (4) The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Premium representing the Initial Percentage of the Initial Market Value of the Premises and upon payment of the Ground Rent and Specified Rent representing the Initial Relevant Percentage of the Gross Rent with provisions to enable the Leaseholder from time to time to pay for a further percentage of the Market Value followed by the corresponding reduction of the percentage of the Gross Rent payable

AND NOW WITNESSES as follows:-

1. **DEFINITIONS AND INTERPRETATION
IN THIS LEASE**

- 1(1) References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively
- 1(2) The following expressions have where the context admits the following meanings:
 - 1(2)(a) **"the Common Parts"** means the entrance halls landings staircases bin store and other parts (if any) of the Building and any driveway footpath garden parking area or other part of the Building which is intended to be or is capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other flats in the Building
 - 1(2)(b) **"the Estate "**means the land and property now or formerly comprised in the Title numbers TGL220511 and TGL220509
 - 1(2)(c) **"Particulars"**: The expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
 - 1(2)(d) **"person"** includes a company corporation or other body legally capable of holding land
 - 1(2)(e) **"the Plan"** means the plan or plans annexed hereto.
 - 1(2)(f) **"Service Charge"** : Expressions relating to the payment of a service charge are defined in Clause 7 of this Lease
 - 1(2)(g) **"Specified Rent"** : Expressions relating to the calculation of the Specified Rent are defined in the Fourth Schedule of this Lease
 - 1(2)(h) **"Staircasing"**: Expressions relating to the Staircasing provisions are defined in the Fifth Schedule of this Lease
 - 1(2)(i) **"Term"** means the term hereby granted
 - 1(2)(j) **"the Valuer"** shall have the meaning assigned to it in the Fifth Schedule of this Lease
 - 1(2)(k) **"Ground Rent"** has the meaning specified in the Sixth Schedule of this Lease
 - 1(2)(l) **"the Transfer"** means the transfer of the Building dated [] 2004 made between (1) Tilfenhand Limited (2) Barratt Homes Limited (3) the Landlord and (4) Holding and Management (Solitaire) Limited

- 1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants
- 1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa
- 1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force
- 1(6) The clause paragraph and schedule headings and the table of contents do not form part of this Lease and shall not be taken into account in its construction or interpretation

2. **DEMISE**

IN CONSIDERATION of the aforesaid agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Ground Rent and Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises with Full Title Guarantee to the Leaseholder **TOGETHER** with but subject to the matters contained mentioned or referred to in the Title to the Building save and except any financial charges and **TOGETHER ALSO** with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned **AND TOGETHER** with the rights but subject to the provisions as more particularly referred to in the Fifth Schedule hereto **EXCEPT AND RESERVING** the rights set out in the Third Schedule hereto **TO HOLD** the Premises to the Leaseholder for the term of **ONE HUNDRED AND TWENTY FIVE YEARS** from the Commencement Date **YIELDING AND PAYING** therefor the *Ground Rent and* Specified Rent and any variation thereof in accordance with the provisions of the Fourth Schedule hereto by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof

3. **LEASEHOLDER'S COVENANTS**

THE Leaseholder **HEREBY COVENANTS** with the Landlord

3(1) **To Pay Specified Rent and Ground Rent**

To pay the Specified Rent and the Ground Rent and all other monies due hereunder at the times and in the manner mentioned above without deduction or set off by *Direct Debit* (or such other means as the Landlord shall reasonably require) **PROVIDED ALWAYS** if and whenever the Specified Rent or Ground Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank plc for the time being in force

3(2) **To Pay Rates, Outgoings and Service Charge**

3(2)(a) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever (including any of a novel nature) now or at any time during the Term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises

3(2)(b) To pay the Service Charge in accordance with clause 7

3(3) **To Keep in Repair**

To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the

- walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other premises in the Building or the Estate and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition damage (in excess of any insurance excess) by fire or other risks insured by the Landlord excepted unless such insurance shall be vitiated by any act or default of the Leaseholder and to keep the garden area included within the Premises (if any) tidy and properly cultivated and to maintain and repair in good and substantial condition the fences marked with inward facing "T" marks on the Plan (if any) belonging to the Premises
- 3(4) **To Decorate**
As often as is reasonably necessary and in the last month of the Term however determined in a proper and workmanlike manner (and in the last month of the Term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated
- 3(5) **To Pay Landlord's Costs of Repairing Common Parts**
To pay on demand to the Landlord on an indemnity basis the costs and expenses reasonably and properly incurred by the Landlord in repairing and making good any damage (including (but not by way of limitation) any graffiti) to the Common Parts caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Landlord shall determine to its reasonable satisfaction
- 3(6) **Not To Make Alterations or Additions**
3(6)(a) Not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor the Estate nor to remove any of the Landlord's fixtures from the Premises
3(6)(b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld
- 3(7) **To Do Works Required by a Public Authority**
To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the Term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Leaseholder shall not be liable by virtue of this sub-clause to execute or do any works which the Landlord covenants to execute or do
- 3(8) **To Serve on Landlord any Notice**
Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises served on the Leaseholder by any national local or other public authority
- 3(9) **To Pay Costs**
To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 (notwithstanding forfeiture may be avoided otherwise than by relief by the Court) or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder

- 3(10) **To Obtain Statutory Permissions**
 To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the Term
- 3(11) **To Permit Landlord Access**
 To permit the Landlord and it's surveyors or agents at all reasonable times on notice (except in the case of emergency) to enter the Premises to view the condition thereof and to make good all defects and wants of repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice
- 3(12) **Landlord's Right to Repair in Default**
 If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under Clause 6(1) of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Leaseholder to the Landlord on demand
- 3(13) **To Permit Access**
 At all reasonable times during the Term on notice (except in the case of emergency) to permit the Landlord and the lessees of other premises in the Estate with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises
- 3(14) **To Yield up Upon Determination of Term**
 At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Landlord **PROVIDED ALWAYS** that damage by fire or other risks insured by the Landlord is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder
- 3(15) **Alienation**
- 3(15)(a) Not to assign, transfer, underlet or part with possession of part only of the Premises
 - 3(15)(b) Not to underlet the whole of the Premises otherwise than by way of mortgage
 - 3(15)(c)(i) The Leaseholder shall not assign the Premises except to a person (or one of the persons in cases of more than one) nominated by the Landlord within a period of three months ("the Nomination Period") from the receipt by the Landlord of notice from the Leaseholder to the effect that he wishes to assign his interest and that the valuation is agreed as per clause 3(15)(c)(v) provided that the Landlord shall not be entitled to nominate more than two such persons
 - 3(15)(c)(ii) If the Landlord fails within the Nomination Period to make any nomination under sub-clause 3(15)(c)(i) above then the provisions of sub-clause 3(15)(c)(vii) below shall apply
 - 3(15)(c)(iii) If within the said Nomination Period the Landlord makes one or more nominations under sub-clause 3(15)(c)(i) above then the Leaseholder may but shall not be obliged to make any such

nominee an offer on the terms mentioned in sub-clauses 3(15)(c)(iv) and 3(15)(c)(v) below

- 3(15)(c)(iv) Any such offer shall be an unconditional written offer to sell the Premises with vacant possession and free from encumbrances and to remain open for acceptance for a period of six weeks and to stipulate a completion date not earlier than four weeks after acceptance of the offer. Otherwise the offer is to be subject to the then current edition of the Standard Conditions of Sale or such other conditions as the Leaseholder may reasonably require
- 3(15)(c)(v) The price at which any such offer shall be made shall be no greater than the open market value of this Lease evidenced by certificate of the Valuer **PROVIDED ALWAYS** that the Leaseholder may only assign this Lease at a price no greater than a sum equal to a percentage (equal to the Initial Percentage plus any Portioned Percentage or Percentages purchased pursuant to Clause 2 and the Fifth Schedule hereto) of the Market Value of the Premises as defined in the Fifth Schedule hereto as at a date no more than three months prior to the date of exchange of contracts for the Assignment plus the amount by which the Market Value of the Premises is increased by any improvements carried out by the Leaseholder (otherwise than pursuant to an obligation to the Landlord). For the purposes of this Clause the Market Value and the amount by which the Market Value of the Premises is increased by any such improvements shall be assessed by the Valuer and evidenced by a Certificate in writing which shall be sent to the Landlord with the details of the Assignment pursuant to sub-clause 3(17) hereof **AND PROVIDED FURTHER** the Leaseholder (except with the Landlord's consent) shall not impose on any such Assignment a condition that the Assignee shall purchase any furniture or give or procure any separate consideration or comply with any extraneous conditions except as shall be approved by the Landlord in writing
- 3(15)(c)(vi) If the offer made to each of the Landlord's said nominees within sub-clauses 3(15)(c)(iii) to 3(15)(c)(v) above is refused or if neither of the said nominees enter into an unconditional contract for the purchase of the Leaseholder's interest hereunder within twelve weeks of the receipt of a draft contract by such nominee or his Solicitor or Licensed Conveyancer then the provisions of sub-clause 3(15)(c)(vii) below shall apply
- 3(15)(c)(vii) In either of the events mentioned in sub-clauses 3(15)(c)(ii) or 3(15)(c)(vi) above the Leaseholder shall be at liberty to assign this Lease free from the restrictions contained in this sub-clause 3(15)(c) (other than Clause 3(15)(c)(v) which shall continue to apply) and for the avoidance of doubt for the purposes of Clause 3(16)(b) hereof any assignment by the Leaseholder pursuant to this Clause 3(15)(c)(vii) shall not be an assignment to which Clause 3(16)(a) shall apply
- 3(15)(c)(viii) On the assignment of this Lease to a person nominated pursuant to sub-clause 3(15)(c)(i) above the Leaseholder shall pay to the Landlord a fee equivalent to 1% of the sale price
- 3(15)(d) Without prejudice to the provision of Clause 3(15)(c) and 3(16) not to assign the Premises without the Landlord's consent which shall not be unreasonably withheld or delayed in respect of a respectable and responsible person who shall have entered into a direct covenant with the Landlord to observe and perform the

obligations on the Leaseholders part herein contained to be observed and performed in such form as the Landlord's solicitors shall determine

3(16) Alienation Prior to Final Staircasing

3(16)(a) If at any time when the aggregate of the Initial Percentage and any Portioned Percentage (as hereinafter defined) acquired by the Leaseholder pursuant to the provisions of Clause 2 and the Fifth Schedule hereto is less than 100% this Lease has been assigned otherwise than in the circumstances detailed in Clause 3(16)(b) hereof and the Landlord by notice in writing served upon the Leaseholder within twenty-eight days after receipt of notice of the assignment pursuant to Clause 3(17) hereof so requires the Leaseholder shall pay to the Landlord on demand the Market Value of the Relevant Percentage as defined in and ascertained in accordance with the provisions of the Fifth Schedule hereto as if the Leaseholder had served upon the Landlord on the date of the assignment a notice pursuant to Paragraph 2(1) of the Fifth Schedule hereto stating his intention to acquire such Portioned Percentage as would thereafter reduce the Relevant Percentage to nil

3(16)(b) The circumstances in which the Landlord may not require payment under the provisions of Clause 3(16)(a) are when the Lease is assigned

EITHER

- (i) Under a Will or intestacy; or
- (ii) under Section 24 of the Matrimonial Causes Act 1973; or
- (iii) Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975; or
- (iv) pursuant to clause 3(15)(c); or
- (v) when Clause 3(15)(c)(vii) shall apply

3(17) Notice on Assignment, Etc

Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Landlord and to pay a reasonable fee (of not less than Thirty pounds (£30.00) plus VAT) to the Landlord for the registration of the Notice

3(18) To Carpet Premises

To provide carpets or such other suitable floor coverings with sound proofing qualities to the reasonable satisfaction of the Landlord to the floors of the Premises

3(19) To Pay Costs Incurred by Leaseholder's Default

To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Estate not hereby demised including any part of the Common Parts so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder

3(20) Not To Invalidate Landlord's Insurance

Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Estate

3(21) To Prevent Loss or Acquisition of Rights

To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to

allow the right of access of light from or over the Premises to any neighbouring property to be acquired

3(22) **To Observe Covenants on Landlord's Title**

To observe and perform the covenants and conditions (if any) contained or referred to in the Charges Register of the Building insofar as they relate to the Premises (in particular but without prejudice to the generality of the foregoing any rent charge) existing or to be imposed within a period of eighty years from the date hereof insofar as they are still effective and relate to the Premises and to indemnify the Landlord against all actions proceedings damages costs claims expenses and liabilities whatsoever arising by reason of any future breach of them

4. **LEASEHOLDER'S FURTHER COVENANTS**

THE LEASEHOLDER HEREBY COVENANTS with the Landlord and with and for the benefit of the tenants and occupiers from time to time of the other premises in the Building as follows:

4(1) **To Observe Covenants in First Schedule**

That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule hereto and the covenants and conditions contained or referred to in the Landlord's title

4(2) **To Observe Regulations**

That the Leaseholder and the persons deriving title under the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to the putting out of refuse for removal and such other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Estate or the Common Parts or the comfort or convenience of the tenants of the Building and the Estate or the efficient or economical performance by the Landlord of its obligations under this Lease

5. **LANDLORD'S COVENANTS**

THE LANDLORD HEREBY COVENANTS with the Leaseholder as follows:

5(1) **Quiet Enjoyment**

That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the Term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it

5(2) **Insurance**

That the Landlord will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement) and against two year's loss of rent and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium of the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance monies in the repair rebuilding or reinstatement of the same

5(3) **To Repair Building**

That (subject to payment of the rent and service charge and except to such extent as the Leaseholder or the tenant of any other part of the Building shall be liable in respect thereof respectively under the terms of this Lease or of any other lease) the Landlord shall maintain repair redecorate and renew

- 5(3)(a) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Building which are not the responsibility of the Leaseholder under this Lease or of any other leaseholder under a similar lease of other premises in the Building **PROVIDED ALWAYS** the Landlord shall redecorate as necessary the outside doors of the Premises
- 5(3)(b) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building (except such as serve exclusively an individual flat in the Building and except such as belong to the Post Office or any public utility supply Company or Authority)
- 5(3)(c) the Common Parts
- 5(4) **To Clean and Light Common Parts**
That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts of the Building adequately cleaned and lighted
PROVIDED THAT:
- 5(4)(a) the Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default; and
- 5(4)(b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the Term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building
- 5(5) **To Repair Estate**
That (subject to payment of the rent and service charges) at the request and cost of the Leaseholder to ensure that the repair obligations and obligations generally of the Manager under the Transfer are performed
- 5(6) **To Grant Leases in Similar Form**
That every lease or tenancy of premises in the Building hereafter granted by the Landlord shall contain covenants to be observed by the tenant thereof similar to those set out in the First Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be substantially in the same form as this Lease
- 5(7) **To Enforce Covenants in Other Leases**
If so required by the Leaseholder to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement
6. **PROVISOS**
PROVIDED ALWAYS and it is hereby agreed as follows-
- 6(1) **Forfeiture on Non Payment**
If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease **PROVIDED ALWAYS** and without prejudice to the

Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(17) hereof before commencing any proceedings for forfeiture of this Lease

6(2) **Landlord's Liability to Third Parties**

The Landlord shall not (except where the Landlord shall have been negligent) be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building except in so far as any such liability may be covered by the insurance effected by the Landlord

6(3) **Landlord's Right to Deal with Adjoining Premises**

Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land building or premises adjoining or near to the Building and to erect rebuild or heighten on such other land or premises any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time during the Term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises

6(4) **Landlord's Power to Alter Common Parts**

The Landlord shall have power at its discretion to alter or permit the alteration of the arrangement of the Common Parts **PROVIDED THAT** after such alteration the access to and amenities of the Premises are not substantially less convenient than before

6(5) **Party Wall**

Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially

6(6) **Suspension of Rent**

If the whole or any part of the Premises (or the Common Parts necessary for access to it) is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the rent or a fair proportion of it shall be suspended until the Premises (and the Common Parts necessary for access) are again fit for use

6(7) **Frustration of Repair on Reinstatement**

In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Landlord and/or the Leaseholder the Leaseholder will surrender to the Landlord this Lease in consideration of the Landlord paying the Leaseholder any insurance monies received by the Landlord in respect of the Premises after deducting therefrom the Relevant Percentage of the same **PROVIDED ALWAYS** if at the time of the said frustration there is any money outstanding on mortgage or charge to a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord in writing prior to the mortgage) the Landlord shall apply the Leaseholder's share of any insurance monies received by the Landlord first in payment of the principal and not exceeding 12 months' unpaid interest outstanding under that mortgage or charge and thereafter in accordance with the aforementioned provisions and treating all monies paid to the mortgagee or chargee as monies paid to the Leaseholder (any overpayment being a debt due from the Leaseholder to the Landlord)

6(8) **Leaseholder's Liability Following**
The covenants and conditions herein contained shall only be binding upon the Leaseholder until such time as his interest herein shall have been assigned and notice of the assignment has been given to the Landlord pursuant to Clause 3(17) hereof

6(9) **No Liability for loss**
The Landlord shall not be liable for and no claims shall be made against it in respect of loss however arising or to whomsoever attributable by theft or otherwise from the Premises or any other part of the Building of money jewellery articles of value or other property or effects belonging to the Leaseholder his family servants visitors or licensees or in respect of damage occasioned by any intruder to the Premises or any part thereof

7 **SERVICE CHARGE PROVISIONS**

7(1) **Definitions**

In this Clause the following expressions have the following meanings:-

7(1)(a) **"Account Year"** means a year ending on the 31st March

7(1)(b) **"Block"** means the Building

7(1)(c) **"the Block Service Charge"** means the Block Specified Proportion of the Block Service Provision

7(1)(d) **"the Block Service Provision"** means that part of the Service Provision stated separately in pursuance of Clause 7(3)(a)

7(1)(e) **"Block Specified Proportion"** the **"Estate Specified Proportion"** and the **"Major Estate Specified Proportion"** mean the proportions respectively specified as such in the Particulars

7(1)(f) **"the Estate Service Charge"** means the Estate Specified Proportion of the Estate Service Provision

7(1)(g) **"the Estate Service Provision"** means that part of the Service Provision stated separately in pursuance of Clause 7(3)(b)

7(1)(h) **"the Major Estate Service Provision"** means that part of the Service Provision stated separately in pursuance of clause 7(3)(c)

7(1)(i) **"the Major Estate Service Charge"** means the Major Estate Specified Proportion of the Major Estate Service Provision

7(1)(j) **"the Service Charge"** means the sum of the Block Service Charge the Estate Service Charge and the Major Estate Service Charge

7(1)(k) **"the Service Provision"** means the sum computed in accordance with sub-clauses (4), (5) and (6) of this Clause

7(1)(l) **"the Surveyor"** means the Landlord's professionally qualified surveyor accountant or other appropriate person and may be a person in the employ of the Landlord

7(2) **Leaseholder's Covenant To Pay Service Charge**

The Leaseholder **HEREBY COVENANTS** with the Landlord to pay the Service Charge during the Term by equal monthly payments in advance on the first day of each calendar month **PROVIDED THAT** all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserve referred to Clause 7(4)(b) hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in Clause 7(5) hereof and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve

7(3) **Calculation of Service Provision**

The Service Provision in respect of any Account Year shall be computed in accordance with Clause 7(4) and shall state separately expenditure relating to 7(3)(a) the Block Service Provision; 7(3)(b) the Estate Service Provision; and

- 7(3)(c) the Major Estate Service Provision and
- 7(3)(d) any expenditure relating to any block of flats forming part of the Estate other than the Block in which the Premises is situate

7(4) Service Provision

The Service Provision shall consist of a sum comprising

- 7(4)(a) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon matters specified in Clause 7(5)

TOGETHER WITH

- 7(4)(b) an appropriate amount as a reserve for or towards such of the matters specified in Clause 7(5) as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year)

BUT

- 7(4)(c) reduced by any unexpended reserve already made pursuant to paragraph (b) of this sub-clause in respect of any such expenditure as aforesaid

7(5) Expenditure to be included in Service Provision

The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management maintenance and provision of services for the Building the Estate and the Common Parts and shall include (without prejudice to the generality of the foregoing)

- 7(5)(a) the costs of and incidental to the performance of the Landlord's covenants contained in Clauses 5(2) and 5(3) and 5(4) and 5(5)

- 7(5)(b) the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Estate

- 7(5)(c) all reasonable fees charges and expenses payable to the Surveyor any solicitor accountant surveyor valuer architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Estate including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or ale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work

- 7(5)(d) any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Estate or of the Building or on the whole or any part of the Common Parts

7(6) Service Provision Excess/Deficit

As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to Clause 7(4)(a) shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall be allowed or as the case may be shall pay

forthwith upon receipt of the certificate the Estate Specified Proportion the Major Estate Specified Proportion and the Block Specified Proportion of the excess or the deficiency

7(7) **Landlord's Contribution to Service Provision Reserve**

The Landlord will for the period that any premises in the Estate are not let on terms making the tenant liable to pay a service charge corresponding to the Service Charge payable under this Lease provide in respect of all such premises as sum equal to the total that would be payable by the tenants thereof as aforesaid by way of contribution to the reserve referred to in Clause 7(4)(b) and the said reserve shall be calculated accordingly

7(8) **Landlord and Tenant Act 1985**

For the avoidance of doubt **IT IS HEREBY AGREED AND DECLARED** that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 (as amended) shall apply to the provisions hereof

7(9) **Variation of Specified Proportion of Service Charge**

If in the reasonable opinion of the Landlord it shall at any time become necessary or equitable to do so the Landlord may increase or decrease by written notice to the Leaseholder the Estate Specified Proportion the Major Estate Specified Proportion and the Block Specified Proportion so that the amount payable by the Leaseholder shall be proportionate to the number and type of dwellings the owners or lessees of which are obliged to pay monies towards the Service Provision and the Specified Proportion increased or decreased as aforesaid shall be substituted for the Estate Specified Proportion the Major Estate Specified Proportion and the Block Specified Proportion set out in the Particulars

8. **MORTGAGEE PROTECTION CLAUSE**

IF A MORTGAGEE of the Leaseholder (who shall have been approved and in respect of which the terms of the mortgage to such mortgagee shall also have been approved by or on behalf of the Landlord in writing prior to the Mortgage) exercises the right to complete the Final Staircasing (pursuant to Paragraph 2 of the Fifth Schedule) and assigns this Lease and the sale price obtainable upon such assignment after adding the amount realised or realisable by the said mortgagee from any collateral security (in aggregate in this Clause called "the Sale Price") is insufficient to meet:-

8(1) the total principal (which shall not include any capitalised interest) and not exceeding 12 months unpaid interest due to the mortgagee under the terms of the mortgage

(a) disregarding

A. any part of the mortgagee's initial advance to the Leaseholder which was in excess of the Premium or in the case of an assignment was in excess of the Market Value (as defined in the Fifth Schedule hereto) of the Percentage of the Premises assigned to the Leaseholder as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced by a Certificate in writing in such a form as may be approved from time to time by The Housing Corporation which shall be sent to the Landlord with the details of the assignment pursuant to Clause 3(17) hereof; and

B. any further advances made by the mortgagee to the Leaseholder at his request unless such further advance is made to enable the Leaseholder to pay for a Portioned Percentage (as hereinafter defined) pursuant to the provisions of Clause 2 and the Fifth Schedule hereto and does not exceed the amount paid by the Leaseholder for such Portioned Percentage or such further advance is made to enable

the Leaseholder to comply with his covenants contained in this Lease and accordingly to preserve the mortgagee's security or such further advance is made to enable one joint Leaseholder to purchase the interest in this Lease of the other joint Leaseholder and the further advance does not exceed the Market Value (as defined in the Fifth Schedule hereto) of the interest assigned as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced in writing in the same manner as described in paragraph A above; but

- (b) including any payment of Specified Rent, Service Charge or other monies due hereunder by the Leaseholder to the Landlord and including any monies outstanding in respect of any premiums paid or provided by the mortgagee by way of a loan or otherwise under a mortgage protection life policy or an endowment policy and secured by the mortgage
- 8(2) any reasonable legal charges incurred by the mortgagee in recovering or attempting to recover any sums due under the mortgage or in respect of completion of the Final Staircasing and the assignment of this Lease except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work
 - 8(3) any reasonable agent's commission on such sale except if the relevant work shall be undertaken by an employee of the mortgagee (which expression shall not include any employee of an estate agency owned by the mortgagee) in which case a reasonable allowance for such work
 - 8(4) any other costs or expenses (other than the mortgagee's internal costs of administration) reasonably incurred by the mortgagee in connection with the protection of the security or the completion of the Final Staircasing and the assignment of this Lease except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work
 - 8(5) the price payable upon completion of the Final Staircasing under the provisions of the Fifth Schedule hereto
THEN the said price payable upon completion of the Final Staircasing shall be such sum as equals the amount of the Sale Price less the aggregate of the sums referred to in sub-clauses (1) (2) (3) and (4) hereof **PROVIDED ALWAYS** that the person primarily liable for the monies due to the mortgagee as above referred to shall pay to the Landlord on demand with interest calculated in accordance with the provisions of Clause 3(1) hereof such amount by which the said sum payable under the provisions of Paragraph 2 of the Fifth Schedule hereto has been reduced

9. **AMENITY COMPANY**

THE LEASEHOLDER FURTHER COVENANTS with the Landlord that he shall

- 9(1) Become (if so required by the Landlord) a member of a private limited company ("the Amenity Company") formed by the Landlord at any future date for the purposes of carrying out the obligations of the Landlord contained in clause 5 hereof (other than clause 5(1)) and shall subscribe for a one pound share (£1.00) (if the Amenity Company is limited by share) or undertake to contribute a sum not exceeding one pound (£1.00) on the winding up of the Amenity Company (if the Amenity Company is limited by guarantee)
- 9(2) Enter into a deed (such deed to be in such form as the Landlord's Solicitors may properly require) between (1) the Landlord and (2) the Amenity Company and (3) the Leaseholder whereby;

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Leaseholder has signed this instrument as his deed the day and year first above written

**THE FIRST SCHEDULE
Mutual Covenants**

1. Not to use the Premises nor permit the same to be used for any purpose whatsoever other than as a private residence in occupation as a single household only nor the Parking space (if any) allocated to the Premises otherwise than for parking a single private motor vehicle in accordance with the terms of this Lease nor the communal garden (if any) for any purpose whatsoever other than for recreational purposes nor to use the bin store otherwise than for the storage of one domestic refuse bin nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other premises in the Estate or of the premises in the neighbourhood
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any premises in or on any part of the Estate or which may cause an increased premium to be payable in respect thereof
3. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Estate nor to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns waste or soil pipes in the Premises except via a waste disposal unit suitable for such purpose
4. No musical instrument television radio loudspeaker or mechanical or other noise making instrument or machine of any kind shall be played or used nor shall any singing be practised in the Premises so as to cause annoyance to the owners lessees or occupiers of any of the other premises in the Estate or so as to be audible outside the Premises between the hours of 11.00pm and 7.30am
5. No name writing board sign drawing plate or placard of any kind other than a sign indicating the name of the Premises or a sign notifying that the Premises are for sale shall be put on or in any window on the exterior of the Premises so as to be visible from outside
6. No clothes bedding washing or any other article shall be hung or exposed outside the Premises (other than in the area and on equipment provided specifically for the purpose either by the Landlord or with the Landlord's consent) and no mats shall be shaken or brushed out of the windows of the Premises
7. No bird fowl dog cat or other creature shall be kept in the Premises other than with the written permission of the Landlord
8. The exterior of the Premises shall not be decorated by the Leaseholder
9. No external wireless or citizen band or television aerial or TV satellite receiving dish shall be erected by the Leaseholder without the consent of the Landlord
10. To keep the entrance doors of the Building shut when not in use and not to leave or deposit or permit to be left or deposited any bath chair invalid cycle perambulator or other wheeled vehicle or any goods parcels cases refuse litter or any other thing in or upon the hallways staircases and passages or any common parts of the Building or any other building in the Estate
11. Not to use or permit to be used such part or parts of the Common Parts as are from time to time laid out as gardens other than for formal recreational purposes only and not for the playing of games of any description or any

- other sport or pastime which may annoy or inconvenience any other person or persons living in the Building or the Estate nor shall any bicycles skates or skateboards be used or ridden at any time anywhere on the Common Parts
12. Forthwith to remove and clean up any litter or disorder which shall have been made by the Leaseholder his family servants visitors or licensees on any hallways staircases passages in the Common Parts
 13. Not to store in the Premises any petrol or other inflammable liquid or any explosive gas or matter
 14. Not to use or permit or suffer to be used the Premises or any part thereof for an illegal or immoral purpose
 15. To keep the inside of the windows of the Premises properly cleaned
 16. At all times to use a refuse bin as the sole method for the disposal of dust and refuse of whatever nature all perishables to be in sealed containers
 17. No commercial vehicle (exceeding 15 cwt. unladen weight) shall be parked at any time on any parking space or any part of the Estate except for the temporary use of removal or delivery vans.
 18. Not to permit any vehicle of any description belonging to the Leaseholder his family servants visitors or licensees to remain on the parking space or any part of the Estate in such manner as to obstruct the ready approach to any part of the Estate
 19. Not to cause or permit harassment or abuse of the owners lessees or occupiers of neighbouring premises or their visitors on the grounds of colour race ethnic or national origin disability age or sexual orientation

THE SECOND SCHEDULE
Easements Rights and Privileges Included in the Lease

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises and the Building and the bin store (but not further or otherwise)
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof or from adjacent parking areas
3. The right for the Leaseholder (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of telephone water soil gas and electricity services from and to the Premises through the sewers and service installations and the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
4. The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building.
 - (a) for the purposes of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - (b) for the purposes of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premises
 causing as little disturbance as possible and making good any damage caused
5. The exclusive right to use an allocated car parking space shown edged blue on the Plan provided that the Landlord shall not be obliged to give possession

of the parking space for a period of 12 months after the date of this lease and that the Landlords building contractor shall during such period be permitted to use the parking space or the site thereof for storage or other purposes in connection with its development of the Building.

[parking not required for flats in Block K with parking under building]

THE THIRD SCHEDULE Exceptions and Reservations

There are excepted and reserved out of this demise to the Landlord and the lessees of the other premises comprised in the Building:-

1. Easements rights and privileges over along and through the Premises equivalent to those set forth in paragraphs 2 3 and 4 of the Second Schedule hereto
2. The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
3. The loadbearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof
4. Any easement or right of light or air which may restrict or interfere with the free use of any neighbouring or adjoining land belonging to the Landlord or its successors in title or assigns for building or other purposes

THE FOURTH SCHEDULE Calculation of Specified Rent

1. In this Schedule the following expressions have the following meanings:-
 - 1(1) **"the Review Date"** shall mean 1 April 2005 and each successive 1 April during the Term
 - 1(2) **"the Relevant Percentage"** in this Schedule shall mean at any time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Clause 2 and the Fifth Schedule hereto
 - 1(3) **"RPI"** shall mean the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI
 - 1(4) **"New Gross Rent"** shall mean the Gross Rent increased pursuant to Paragraph 2 hereof on each Review Date
 - 1(5) **"Relevant Review Date"** shall mean the Review Date from time to time at which the Gross Rent falls to be reviewed under Paragraph 2 hereof
- 2(1) On each Review Date the New Gross Rent shall be the Rent calculated by increasing the Gross Rent payable immediately prior to the Relevant Review Date by 0.5% above the percentage increase of the RPI published for the month of November prior to the Relevant Review Date from the RPI published for the month of November twelve months prior thereto

- 2(2) On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the Relevant Percentage of the New Gross Rent as at the Relevant Review Date
- 2(3) Not later than each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Specified Rent then payable

THE FIFTH SCHEDULE Staircasing Provisions

1. In this Schedule and in Clause 8 the following expressions have the following meanings respectively:-
- 1(1) **"Market Value"** shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor upon the terms and conditions contained herein and on the assumption that the Relevant Percentage is nil (the Leaseholder having acquired 100% of the shares in the Premises) **AND** disregarding the following matters:
- 1(1)(a) any mortgage of the Leaseholder's interest
- 1(1)(b) any interest in or right over the Premises created by the Leaseholder
- 1(1)(c) any improvement made by the Leaseholder or any predecessor in title of his
- 1(1)(d) any failure by the Leaseholder or any predecessor in title to carry out the repairing obligations contained in Clauses 3(3) and 3(4) hereof and
- 1(1)(e) the provisions of Paragraph 3 hereof
- 1(2) **"a Portioned Percentage"** shall mean at any relevant time a portion of the then Market Value of the Premises being a multiple of 5 per cent up to a maximum of 100 per cent the minimum portion which may be acquired being 15 per cent **PROVIDED THAT** no less than 15 per cent of the Relevant Percentage may remain unsold after any one staircasing and **PROVIDED FURTHER THAT** the Landlord shall not be obliged to allow the Leaseholder to staircase on more than three occasions the final occasion to be Final Staircasing
- 1(3) **"the Relevant Percentage"** in this Schedule shall mean at any relevant time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Percentages paid for pursuant to Paragraph 2(4) hereof;
- 1(4) **"the Valuer"** means an independent expert agreed between the Landlord and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the President of the Royal Institution of Chartered Surveyors
- 1(5) **"Final Staircasing"** shall mean the purchase of such Portioned Percentage as reduces the Relevant Percentage to nil
- 1(6) **"the Relevant Date"** shall mean the date three months after completion of the Final Staircasing
- 2(1) At any time or times during the term the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire **PROVIDED ALWAYS** no person may exercise their rights as Leaseholder to serve notice upon the Landlord pursuant to this Paragraph 2(1) until they have been the Leaseholder hereunder for twelve months and **PROVIDED FURTHER** that this Paragraph 2(1) shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(17) hereof but without the twelve month proviso

- 2(2) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to Paragraph 2(1) above (upon which the price of acquisition will be based) within 14 days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuer's determination in writing within seven days of receipt of the said determination
- 2(3) At any time within three months of the said determination by the Valuer the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of Paragraph 2(4) of this Schedule
- 2(4) The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage and as from the date of such payment the Specified Rent payable hereunder shall be a rent equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after a Review Date
- 2(5) The Landlord upon receipt of the said sum equal to a Portioned Percentage shall forthwith pay to the mortgagee(s) of the Estate (where The Housing Corporation is not the said mortgagee) and/or to The Housing Corporation where The Housing Corporation is the said mortgagee the said sum or such part thereof as the said mortgagee and/or The Housing Corporation may properly require to be paid to it **AND** the Landlord shall obtain a receipt therefor from the said mortgagee and/or The Housing Corporation as appropriate and deliver a certified copy of the same to the Leaseholder
- 2(6) On completion of the payment for a Portioned Percentage in addition to the sum or the price payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord hereunder. The Landlord and the Leaseholder shall save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase
- 2(7) Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete the relevant Memorandum annexed to the original and counterpart of this Lease specifying the Portioned Percentage paid for and the Specified Rent then payable
- 3(1) The provisions of this Paragraph 3 shall take effect only if on the Relevant Date the Leaseholder is not the same person or persons or the personal representatives of the same person or persons who was or were the Leaseholder immediately prior to the completion of the Final Staircasing **PROVIDED THAT** this Paragraph 3 shall have no effect in the event that a mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(17) hereof exercised the right to complete the Final Staircasing
- 3(2) The Landlord shall instruct the Valuer to determine the Market Value of the Premises as at the Relevant Date within 14 days of the Relevant Date
- 3(3) Within seven days of receipt of the Valuer's determination obtained pursuant to Paragraph 3(2) the Landlord shall notify the Leaseholder of the amount of the said determination in writing together with the amount determined as the Market Value of the Premises by the Valuer for the purposes of the Final Staircasing
- 3(4) Within 28 days of receipt of the notification from the Landlord pursuant to Paragraph 3(3) the Leaseholder shall pay the Landlord the amount (if any) by which the Market Value of the Premises as at the Relevant Date exceeds the Market Value of the Premises determined by the Valuer for the purposes of the Final Staircasing
4. Upon payment of the sum referred to in Paragraph 3(4) or upon the Relevant Date if there is no sum payable to the Landlord pursuant to Paragraph 3(4) or

if Paragraph 3 as a whole is inapplicable the rent payable pursuant to clause 3(1) hereof shall be a peppercorn and the following provisions of this Lease shall no longer have effect:

Clauses 1(2)(g)
1(2)(h)
1(2)(j)
3(15)(b)
3(15)(c)
3(16) and
8
Fourth Schedule
Fifth Schedule (but only 3 months from the date of final staircasing)

5. The costs of any determination by the Valuer pursuant to the provisions of this Schedule shall be paid by the Leaseholder to the Landlord on demand
6. The proper and reasonable administration costs of the Landlord relating to any staircasing shall be paid by the Leaseholder to the Landlord on demand
7. **IT IS HEREBY AGREED AND DECLARED** that the decision of the Valuer shall be final and binding on the parties hereto

**THE SIXTH SCHEDULE
Calculation of Ground Rent**

The annual Ground Rent shall be calculated in accordance with the tables set out below

1 Bed

Years 1-25	£120.00
Years 26-50	£170.00
Years 51-75	£230.00
Years 76-100	£280.00
Years 101-125	£330.00

2 Bed

Years 1-25	£150.00
Years 26-50	£200.00
Years 51-75	£250.00
Years 76-100	£300.00
Years 101-125	£350.00

3 Bed

Years 1-25	£180.00
Years 26-50	£230.00
Years 51-75	£280.00
Years 76-100	£330.00
Years 101-125	£380.00

THE COMMON SEAL of the Landlord
was hereunto affixed in the presence
of:-

.....
Authority Signatory

.....
Secretary

SIGNED BY the First Leaseholder
as his deed and delivered in the
presence of:-


.....
Signature of First Leaseholder

Signature of Witness

Name

Address.....

Occupation.....


JAMES E BARNES
Solicitor
Home Chambers
2A Park View Road
LONDON W5 2JB

SIGNED BY the Second Leaseholder
as his deed and delivered in the
presence of:-

.....
Signature of Second Leaseholder

Signature of Witness

Name

Address.....

Occupation.....

